

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020.

MR. EDWIN B. RIVERA
YAKALER CONSTRUCTION AND SUPPLIES
Morong, Rizal

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair/Improvement of Ynares Multi-Purpose Covered Court & Repair of Comfort Room at Brgy. San Jose, Brgy. Dalig & Brgy. Mayamot, Antipolo City effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal,

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

7.30.20 W

Authorized Signature:

Name of the Representative of the Bidder.

EDWIN B. RIVERA

#### CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

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This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, become referred to as the PROVINCE; and

the GOVERNOR, HON. REBECCA A. YNARES, beach referred to as the PROVINCE; and
YAXALER CONSTRUCTION AND SUBSLES , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rivel , and herein represented by its Proprietor/President/General Manager, SINTER, RIVERA , of legal age, Filipino citizen, single/married, resident of Morong, Rivel , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No
Repair/Improvement of Ymares Multi Purpose Covered Court & Repair of Comfort Ro at Brgy: San Jose Brgy: Dalig, Mayamot Antipolo City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shell be completed within <b>Sixty</b> (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, a, 2019 b. Certificate of Availability of Funds

- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Bundred Minety Prousand Mine Bundred Minety pages 1. 100 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money of gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Thirty Seven Thousand Two Hundred Ninety Seven Pesos and 11/100

Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restriction shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BOR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the correctness of the Construction industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the badding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted beautift derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have horounto signed this Agreement this \_\_\_\_\_ 7 B J[# 2020 at Antipolo City. YAKALER CONSTRUCTION & SUPPLIES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES DIVER Governor 4 Proprietor/Manager/President WITNESSES DE GUZMAN LOLITA B. NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) AN**GREGORO (PAIZAL**) S.S. ) S.S. ANGONO, RIZAL

ANGONO, RIZAL

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Passport No PR239281A Manila August 5, 2028 HON REBECCA A YNARES 428<u>-018-900</u> ASSOLVEN STATEMENT all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present, This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/improvement of Ynares Hulti Purpose Covered Court & Repair of Confort Room at Segr. San Jose, Brgy. Delig & Brgy. Suyamot, Astipolo Gity 2 R JUL 2020 TY: ANNA MARIE L. SANTOS 20 for Angello Biller gorar & Cardona ESS MY HAND AND SEAL this all in the PROVINCE OF RIZAL Until December 31. Page No. Book No. Sories 20 🔏 🖎 MCLE Compliance No.Vr-6607821. Valid until April 14, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MR. WILFREDO D. UNIDAD G-3 CONSTRUCTION Angono, Rizal

Dear Mr. Unidad:

The attached Contract Agreement having been approved, notice is hereby given to G-3 CONSTRUCTION — that work may proceed on the Improvement (Provision of Tiles) of School Buildings at San Vicente Elementary School, Brgs. San Vicente, Angono, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

7. **3**0: 26:20

Authorized Signature.

Name of the Representative of the Bidder;

WILFREDO D. UNIDAD

### CONSTRUCTION AGREEMENT ?

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <a href="https://mathpolo.city.jizal">mtipolo.city.jizal</a> , and herein represented by its Proprietor/President/General Manager, <a href="https://mathpolo.city.jizal">111redo Unided</a> , of legal age, Filipino citizen, single/matried, resident of <a href="https://mathpolo.city.jizal">mtipolo.city.jizal</a> , and herein represented by its proprietor/President/General Manager, <a href="https://mathpolo.city.jizal">111redo Unided</a> , of legal age, Filipino citizen, single/matried, resident of

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to 2. any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Follutes" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- II That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax electrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitraters under Republic Act No 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

furisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

	parties have hereunto signo ipolo City.	d this Agreement thi	s day of	•
Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT	
By: LSLA	Ву:	B		
12 frede Unided Proprietor/Manager/President	' Ri	EBECCA A. YNAR Governor &	ES	
REPUBLIC OF THE PHYEMPINES) ANTIPOLOGICAL STREET	ARIAL ACKNOWLEDGM			
BEFORE ME, a Notary Public	for antibility policy, po	rsonally appeared the	e following	
Name/Entity	Valid ID Presented	Date	Place	
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila	
ilfredo Unidad	TIN = 156-191-422	<del></del> -		
all known to me and to me known to acknowledgment that the same is their f present.	be the same person/s who ree voluntary act and deed as	executed the foregot well as the entity that	ing instrument and at they respectively	1

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for:

Improvement(Provision of Tiles) of School Building Slem, School, Brgy. San Vicanto, Angono, Rizal	ATTY. ARNA-MARIE L. SANTOS
WITNESS MY HAND AND SEAU this day of <u>28</u> Antipolo @hyllockorkezAe Do: No. <u>404</u> Page No. <u>92</u>	for Angono, Finangonar & Cardona     2ਰਾਮੀਸਕੀ।   ਅਅਵਾਸੀ ਓਵਾਈਈE OF RIZA:   Until December 31 <u>ਵਿਕਦ</u> ੀ   Adm. Vatter No. <u>(9790</u> 6   PTR NO. <u>936 ©</u> 36Riza!   Roll of Atlamay's No. 69260
Book No. 1 Series 2049,	NOTAR <b>주위하다⊙</b> Member No. 616632 (Rera MCLE Compliance No.VI-000788) Val/d until April 14, 2022



### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020.

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Repainting/Improvement of Ynarcs Multi-Purpose Covered Court & Const. of Comfort Room at Rainbow Village 1, Brgs. Kalayaan, Angono, Rigat effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor &

Lacknowledge receipt of this Notice on:

7.30.2020

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

## CONSTRUCTION AGREEMENT 3

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
Alt Ubindam Comptrustion Corps  a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonam, Risal and herein represented by its Proprietor/President/General Manager, Lauro H. Ubindam of legal age, Filipino edizen, single/married, resident of Binangonam, Risal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2019 namely:  Repainting/Improvement of Theres Multipurpose Covered Court & Const. of Confort Ross at Reinbow Village I. Brgy. Kalaysan, Angono, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding beld last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
a. SP Ordinance No. 21, 2, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c Construction Schedule f. Request for Expression of Interest g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes b. Bid Security i. Addenda and Supplemental Bulletins
<ul> <li>Notice of Award of Contract and the Contractor's Conformitythereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184</li> </ul>
<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>
3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS One Hillim Three fundred Thirty Six Thousand Three Hundred Forty Two Peace and 64/400  (P 1.336, 342.64 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Couract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Rundred Thousand Rine Sandred Two Pesos and 79/100 (P400,902,79 \_\_\_\_\_)

Philippine Currency, in the form of **Performance Send** as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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"All contracts executed in accordance with the Act and this fRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
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- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

8/ k referred thereto: The process of arbitration under the foregoing law shall be assumed part of this a Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without projectice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the city/ros works is/are located.	micipality of the Province of Riz	al where the infrastr	ectme brolect or
IN WEITHESS WHEREOF	, the parties have hereunto signer Antipolo City.	this Agreement this	day o
Kit Uninder Construction C	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	<del></del>		
By: aland	By:	15	
Laure M. Chindag	Ri	BECCA A. YNARE	S
Proprietor/Manager/President	_	Governor &	
LOLITA B. DE GUZMAN	WITNESSES M	ia. victor/a b. 11	ej <u>ada</u>
,	ROTARIAL ACKNOWLEDGMF	:NT	
REPUBLIC OF THE PRIVATED ANTIPOLOGICAL OF THE PRIVATED OF THE	S) ) S.S. iblic for and in <b>Application</b> City, per	_61_ _	
, BEFORE ME, a Notary Pt	iblic for and in Αμβροίο City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manifa
Leuro H. Shiadas	TIN - 008-410-689		
<del></del> - <del></del>	<u> </u>	<del></del>	

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary and and doed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

written and has been signed by the parties hereto in each and every pap	ge hereof, refers to the Agreement for:
Repainting/Improvement of Ynares Multipurpee of Comfort Boos at Rainbow Village I, Brgy. Kala	e Covered Gourt & Coust.
•	ATTY ANNA MARIE L. SANTO
WITNESS MY HAND AND SEAL this day of _2	9 JUL 2020年5年 Pinateoper 最後でdoni De PROVINCE OF RIZAL UPU December 3 ( 過)と Ann Maller No. 1 1996
Dec No. 900	Adm Malle: No. <u>! \$-66</u> 6 PTP NO.6 <b>160 YG</b> : 7a:

Page No. Book No. Series 20 200

Roll of Aliprheys No. 69250 IBP C wirds 7,6 inder No. 015637 44 2a: MCLE Compliance No.VI-0007530 Valid up lil Appli 14, 2022



#### Republic of the Philippines Provincial Government of Rizal

## OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

28 July, 2020

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Improvement / Construction of Stone Masonry for Slope Protection and Concreting of Creek bed, Brgy. Malakaban, Binangonan, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

3

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

\_7<u>.30.29</u>26\_

Authorized Signature:

Name of the Representative of the Bidder.

LAURO M. URIADAS

## CONSTRUCTION AGREEMENT of

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
regarded and existing under the laws of the Republic of the Philippines, with principal place of business and office aridress at <b>Binangerses</b> , <b>Riesl</b> , and herein represented by its Proprietor/President/General Manager, <b>Lewis K. Ubines</b> of legal age, Fibilino citizen, single/married, resident of <b>Binangerses</b> , <b>Riesl</b> , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 10 2019 namely:
Improvement/Construction of Stone Masonry for Slope Protection and Compreting of Creek bod, Brgy. Halekaben, Binangeman, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last
Two Person and 17/100 (P 3,080,962,17 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Eighty ( 60 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21 a. 2019
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
f Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes  h. Bid Security
i, Addenda and Supplemental Bulletins
<ol> <li>Notice of Award of Contract and the Contractor's Conformitythereto</li> </ol>
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184
<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Three Mtilies Sighty Thousand Nine Syndred Sixty Two Peson and 17/100

(P 3,080,962,17 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Hine Rundree Twenty Four Thousand Two denotes Eighty Right Pesos and 65/100 (P

Philippine Currency, in the form of Performance Seed as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this iRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no "EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injeries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9384 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrateors under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this [] Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing ] to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertunent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of Inquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ Z 8 JUL 2020 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Kit Ubiades Const. Corp. Entity/Firm/Corporation By: By: Lauro M. Vhiadan REBECCA A. YNARES Governo<del>c)</del> Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIROLO PROPERTIZAT ) S.S. RILAN BEFORE ME, a Notary Public for and in Mappelo City, personally appeared the following Place: Name/Entity Date Valid ID Presented Manila Passport No. P8239281A August 5, 2028 HON, REBUCCA A. YNARES <del>- 221 - 008-410-</del>689 Laure H. Volades .... all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement/ Construction of Siene Masonry for Slope Protestion and Consteting of Creek bod, Brgy, Malakaban, Binangonan, Risal

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ATTY ANNA MARIE L. 3/400 (16) NOTARY PUBLIC

2020 green tricement Comittee - ---

in the PROVINCE OF RIZAL Until December 31 4044 Adm. Matter No./1006 PTR NO./10044

Roll of Alicinoys No. 3925. HSP District Animbor No. 016637 (Aug.)

MCLE Compliance No.V40007981 Valid unal April 14, 2022



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 July, 2020

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan, Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to DUKHEA CONSTRUCTION—that work may proceed on the Improvement of School building, Concreting of Ground & Construction of Gate at Darangan Elem. School, Brgy. Darangan, Binangonan, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

BRIAN D. FERIDO

## CONSTRUCTION AGREEMENT <

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Calumpany Binangonen, Rissand herein represented by its Proprietor/President/General Manager, Frint Ferido, of legal age, Filipine chizen, single/married, resident of Calumpany binangonen bearing referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No. 21, 5, 2019 namely:
Progressent of School Suilding, Concreting of Ground & Construction of School and Long School, Srgy, Samuela, Simmanon, Right
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 30, 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification it consideration of the amount of Seven Hundred Sixty 21x Thousand Seventy Petons and 45/100
NOW, THEREFORE, for and in consideration of the foregoing premises, the panies hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within inty (60) calendar days, in accordance with the provisions of the Bio Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, 4. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS leven Sundred Sixty Six Thousand Seventy Levos and 18/100  (P 765,070,48 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Mundred Twenty Nine Thousand Sight Eundred Wenty One Feace and 14/100

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and traintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7(60, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Rovenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all dispotes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction ladustry Arbitration Commission to resolved shall be

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution,

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted beaufit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or

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EPUBLIC OF THE EMPLIPPIN  OF THE EMPLIPPIN  OF THE EMPLIPPIN	ES) S.S. Public for and in Matricel City, pe	ir	n falloudna
Name/Entity	Valid II) Presented	Date	Place
ON REBECÇA A YNARES	Разѕроп №. Р8239284 А	August 5, 2028	Manila.
ri.a Jerido	TIN - 300-263-262		
known to me and to me known	wn to be the same person/s who their free voluntary act and deed as	executed the forego well as the entity th	ing instrument and at they respectively

day of 28

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Dec No. Page No. Book No. 4

Series 20 🎉

ATTY ASSIDENT OF E. SARTOS

2020 Rizal Provideral Capital; 10:

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alter the CROMINGS OF RIZAL

Unit December 31, 50 44

Adm. Vetter No. 47-00 C.

NOTARY PUBLISHED Alternation No. 016639 (piece)

'27 til Minne Miember No. 016632 /Rigar MCLE Compiliance No. VI-0007833

Valid upili April 16, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubjadas

The attached Contract Agreement having been approved, notice is hereby given to 
KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the 
Improvement/Repair of Ynares Multi-Purpose Covered Court, Brgy. Pilapilo, Binangonan, Rizal 
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schodule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor &

I acknowledge receipt of this Notice on:

7-80-7410

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

#### CONSTRUCTION AGREEMENT 6

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

This Market week I made and engeled into by and outsides.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
reprietors/President/General Manager, Leuro M. Ublades of legal age, Filipino entizen, single/married, resident of Minangenes, Risal, hersinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggariang Panlalawigan Ordinance No. 21, 8, 2019 namely:
Improvement/Repair of Tueres Multipurpose Covered Court, Brgy. Pilapile, Binangonan, Risal
WHERPAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within (
a SP Ordinance No. 21, a. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications

bidder/s two (2) bidding envelopes
b Bid Security

i. Addenda and Supplemental Bulletins

j. Notice of Award of Contract and the Contractor's Conformitythereto

k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Com Hillion Four Hundred Sixteen Pesos and 45/100 (P 1.460.416.45), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Pour limited Thirty Eight Thousand One Bundred Tranty Four Pesos and 94/100</u>

  Philippine Currency, in the form of <u>Performance Pend</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bieding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Roles and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulance amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with aid strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injectes, minimum wages, hours of work and other labor laws:
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BiR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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Q/ 4 referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties besete to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the binding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or . works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_\_

Z 8 JUL 2020 at Antipolo City. Kit Ubiedam Cometruetiem Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARES Proprietor/Manager/President Governor 🐬 WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PERLIPPINES) ) S.S. ANTERIO COMPY BEFORE ME, a Notary Public for anti-CAR policy, personally appeared the following Place Valid ID Presented Date Name/Entity Passport No. P8239281A Manita August 5, 2028 JION, REBECCA A. YNARES TEX + 008-410-689 Laure Me Ubisias all known to me and to me known to be the same person's who executed the foregoing instrument and present

acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

written and has been signed by t	he parties hereto in each and every ps	age hereof, refers to the Agreement for.
Imprevenent/Repa Pila, Binongonam, Risa	ir of Tuares Hultipuryose ( l	ATTY ANNAMARIE L. SANTON
WITNESS MY HAND Antipolo City, ANGENIO, R. ZAL	AND SEAL thisday of	NOTARY PUBLIC  NOTARY PUBLIC  NOTARY PUBLIC  Serior Apprino, Binangonan & Cardons  Cardons  Declarate Public  October Signature  Acm. Matterials 1506.6
Doc No		P*R NO. <b>18466 16</b> 8 ize Roll of Attornation 59950 But Higher Mentiter NA 019537 16481 WOLE Compliance MacVi-011 1650 Valid cold April 14, 2002
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## Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MR. LAURO M. UBLADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubradas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Casimiro A. Ynares Sr. Elem. School, Brgy. Mambag. Binangonau, Rical effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor 🐔

Lacknowledge receipt of this Notice on:

7 40 2000

Authorized Signature:

Name of the Representative of the Bidder.

LAURO M. UBIADAS

Enhand

## CONSTRUCTION AGREEMENT 3

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
Rit Ubiadas Construction Corp.  organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonan</u> , <u>Pizal</u> , and herein represented by its Proprietor/President/General Manager, <u>Lauro M. Ubiadas</u> , of legal age, Filipine citizen, single/married, resident of <u>Binangonan</u> , <u>Rizal</u> , hereinafter referred to as the CONTRACTOR, WINNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 3, 2019 namely:
Construction/Provision of Wash Facilities (Tater, Senitation & Bygione) at Casimiro Indres Sr. Lles. School, Brgy. Manbog, Binangonom, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
Pifty Six Pesos and 64/100 (P 988,556.64 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty Eight (68) calendar days, in accordance with the provisions of the Bio Docaments, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest  B. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes  b. Bid Security
i. Addends and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO Nine Rundred Eighty Bight Thousand Five Hundred Fifty Six Pesos and 64/100 (P_988,556.64), Philippin
Currency, in consideration of the construction and only upon completion of the infrastructure work

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ninety Six Theusand Five Bundred Sixty Six Pesos and 99/100 (P 296.566.99)

Philippine Currency, in the form of Performance Sould as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours of work and other labor laws;
- 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and gindelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments under thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided knowner, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918%, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Iurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

at Antipolo City.

WHEREOF, the parties have hereunto signed this Agreement this \_\_\_

	RIZAL PR	COVENCIAL GOVERN	MENT
Eulity/Firm/Corporation			:
By: Lauro H. Waladaa	Ву:	4 BECCA A. YNARES	:
Proprietor/Manager/President	- K.P.	Governor *	i
LOLITA DE GUZMAN	witnesses <u>M</u>	a, victorlagé, tej	ļ <u>ADA</u>
( )	TARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY  BEFORE ME, a Notary Pub	i) ) S.S die for and in Antipolo City, pers	sonally appeared the fo	llowing
Name/Entity	Valid ID Presented	<u>Date</u>	<u>Place</u>
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Lauro H. Thiadea	72N = 008-410-689		
	•		
all known to the and to me known acknowledgment that the same is the present.  This instrument, consisting written and has been signed by the partition and has been signed by the partition and has been signed.	ir free voluntary act and dood as very selection of three (3) pages including this	page wherein this solu	nowledgment is
acknowledgment that the same is the present  This instrument, consisting written and has been signed by the particular and has been signed by the	ir free voluntary act and dood as very direct (3) pages including this rises hereto in each and every page to the Wash Pagilities (Wash	page wherein this sckr hereof, refers to the Ag	nowledgment is preement for:
acknowledgment that the same is the present.  This instrument, consisting written and has been signed by the particular terms of the particular terms.	ir frac voluntary act and dood as very face (3) pages including this mics hereto in each and every page to of weah Pacilities (Wathless, School, Brgy, Manho	page wherein this schi hereof, refers to the Ag er, Sanitation & NOTA al in the PRO Unit D Adm PTR NO NOTARMINISTIC BP Lifetime Ver MCLE Comple	MARIE L. SANTO S  AND CONTROL OF RIZAY  OCCUPANT OC



## OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 July, 2020

MR. LAURO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction/Provision of Wash Facilities (Water, Nanitation & Hygiene) at Bangad Elem School, Brgy. Bangad, Binangonan, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor ず

Lacknowledge receipt of this Notice on:

7- <del>2</del>0-242)

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

## CONSTRUCTION AGREEMENT Q

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:		
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and		
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Risel and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Elnangonan, Risel, hereinafter referred to as the CONTRACTOR WINNESSETH, That,		
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalavigan Ordinance No. 21, 8, 2019 namely:		
Construction/Provision of Wesh Falicities (Water, Senitation & Hygiene) at Bangod Elem. School, Brgy. Banged, Binangeman, Rical		
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public hidding held last		
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:		
1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:		
<ul> <li>a. SP Ordinance No 21.</li></ul>		
h. Bid Security  1. Addenda and Supplemental Bulletins  2. Notice of Award of Contract and the Contractor's Conformitythereto  3. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the  3. Rules and Regulations implementing R.A. No. 9184		
<ol> <li>in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>		
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Bundred Sixty Three Thousand Light Bundred Nine Peece and 26/100 (P 963,809,26 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works upless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;		

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Rundred Bighty Nine Thousand One Rundred Forty Two Peacs and 27/100 (P 239,142.78 )

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the

Philippine Currency, in the form of Performance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on fiquidated damages which shall payable by the contractor in case of breach thereof. For the producement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the superformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches too percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undistakes to pay taxes in full and on time, fadure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns doly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, Tital, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing & to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

lurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_\_

2 8 JUL 2020 at Antipolo City. RIZAJ. PROVINCIAL GOVERNMENT Kit Ubiadas Construction Corp. Entity/Firm/Corporation By: By: REBECCA A. YNARES Lauro M. Vbiados Governor∆ Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) S.S. ANTIPOLO CITY

HEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

<u>Place</u> Date Valid ID Presented Name/Entity August 5, 2028 Manila Passport No. P8239781 A HON, REBECCA A. YNARES TIN - 008-410-689 L uro N. Ebiadas

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

This instrument, consisting of three (3) pages including this page wherein this acknowledgment written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for	:
Construction/Province of Wash Pacilities (Water, Sanitation & Hygiens) at Banged Slam, Sanool, Ergy, Bangad, Binangonan, Bisal ATTY ANNA MARIE L. Si	
WITNESS MY HAND AND SEAL this	-006
Date No	ສ 250 <b>6</b> 31 (ສີ ສຍ ຄວ <b>75</b> 60



## OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 July, 2020.

MS. JESSA F. PAYTE STEELBEND CONSTRUCTION INC. San Juan City

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC.—that work may proceed on the Construction of 2-storey, 10-rooms Ynares School Building Don Jose Ynares St. Memorial School, Brgy. San Carlos, Binangonan, Rital effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

7:30:<del>2020</del>

Authorized Signature:

Name of the Representative of the Bidder:

JESSA F. PAYTE

#### CONSTRUCTION AGREEMENT 🔾

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON REBECCA A. YNARES, berein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Philippines, with principal place of business and office address at the laws of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Philippines, with principal place of business and office address at the laws of the Philippines, with principal place of business and office address at the laws of the Philippines, with principal place of the Philippines, with principal place of the Philippines and the Philippines at the Philippines at the Philippines at the Philip
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 3509 Res. No. 6, 2, 2019 namely:
r. senorial School, Brgy. San Garlos, Binargonen, Rical

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Hid in a public hidding held last <u>June 30, 2020</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Jeventeon Million Jeven Thousand Eight Rundred</u>

<u>him ty 1 esos</u> and 29/100 (P 17,011,890,29), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within <u>two Supplements</u> Seventy Tye (272) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely:
  - a. SP Ordinance No. AP B Rees. No. 6, c. 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i, Addenda and Supplemental Pulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 7. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Andring Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- II. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitraters under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts,

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_ \_ \_ day of 2020 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT . tealband Construction, Inc. Entity/Firm/Corporation By: By: REBECCA A. YNARES 02226.4 Governor≥ Propriesor/Mahager/President WITNESSES MA, VICTORIA B. TEJADA LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ) S.S. ANTIPOLO CINO, RIZAL ANGUNO, RIZAL ANGUNU. R. LA'
BEFORE ME, a Notary Public for and ignAndphilo City, personally appeared the following Valid JD Presented <u>Date</u> Place <u>Name/Entity</u> Passport No. P8239281A Manila. August 5, 2028 HON, REBECCA A, YNARES Secto T. Payte all known to me and to me known to be the same person's who executed the foregoing instrument and

acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively PHTE-SCIPT

more consisting of three (3) pages including this page wherein this acknowledgment is

arinen and has been signed by the parties hereto i	in each and every page hereof, refers to the Agreement for:
Construction of 2 storey, 10 x	rooms Ynares School Building Don Jose Inares
Are Lemorial Lchool, Brgy. San Carl	os, Sinengonaz, Rizal
	ATTY AMMA MARIE L. SANTOS
WITNESS MY HAND AND SEAL this	day of <u>lor Λαβγασευθησικός σενκλαθ</u> υσεισορε
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Book No. Series 20 1

MCLE Compliance No.VI-0007880 Valid units April 14, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MR. FERNANDO L. ARADA FLAG CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP.—that work may proceed on the Improvement / Concreting of Burbank Street (Area 10 & 11) at at Brookside Hills Subd., Brgg. San Isidro, Cainta, Rizal effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor が

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7:30-2020

FERNANDO L. ARADA

06/30/2020 # 10

#### CONSTRUCTION AGREEMENT 10

#### KNOW ALL MEN BY THESE PRESENTS:

Bid Security

i. Addenda and Supplemental Bulletins

Rules and Regulations implementing R.A. No. 9184

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <b>Binangonan, Rizel</b> , and herein represented by its Proprietor/President/General Manager, <u>Perevide rade</u> of legal age, Filipino citizen, single/married, resident of <u>Divingonal</u> , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21: 5: 2019 namely:
<pre>introvement/Concreting of Burbank Street (Free 10 &amp; 13) at Brookside fills ubox, organ lan Teidro, Crimin, Nigal</pre>
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
t. The whole works subject matter of this Agreement shall be completed within <a href="http://doi.org/10.1001/j.com/en/s/"></a>
a. SP Ordinance No
g. Bidding Documents including all the documents/statements contained in the wirming bidder/s two (2) bidding envelopes

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract:

k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

j. Notice of Award of Contract and the Contractor's Conformitythereto

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Sillion Four Hundred Fifty Three Thousand Light Hundred Fifty Seven Penns 54d 07/100 (P 4,463,867.07 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Three Randred Thirty Sty Thomsand.

  Thomsand One Bundred Fifty Seven Secos and 12/100 (P 1+230-12/1-72)

  Philippine Currency, in the form of Performance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit.

"All contracts executed in accordance with the Act and this iRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the superformed portion for every day of delay. Once the cumulance amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto; The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 10 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the perfinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or sait out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or partie iclore Incored.

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/	WITNESSES -		
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REPUBLIC OF THE PHILIPPINES) ANTIPOLOGICYR I I ANTIPOLOGIC Public BEFORE ME, a Notacy Public BEFORE ME, a Notac	$-\alpha : \mathcal{TP}^{N}$	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A YNARES	Passport No. P\$239281.A	August 5, 2028	Manila
.orr moo . rada.	TDV = 007-855-673		
all known to me and to me known to acknowledgment that the same is their present.			
This instrument consumer of	three (3) pages including the	s name wherein this	acknowledoment :

This instrument, consisting of three (3) pages including written and has been signed by the parties hereto in each and ever	
improvement/concreting of burbank street	(.res 10 & 11) at Brockeide
bill: ober, lagy. Sam Isidae, Grinta, N	issi a
	2 8 JUL 2020 Y. ANNA MARIE L. SANTOS
WITNESS MY HAND AND SEAL thisday o	f Right Provinces Carrons  at Right Provinces Carrons  of Angene, the original & Carrons
Antipolo City ANCONO, REZAL	all in the PRCV NCE OF RIZAL
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Series 20 <u>8-ca</u>	BP Lifetime Member No. 0168/07/3/5
•	MCLE Compliance No.VI-000786.
	Valid antit Apr. 14, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MS. AIMEE C. MAURICIO A.M.MAURICIO CONST.& BUILDERS INC. Antipolo City

Dear Ms. Mauricio:

The attached Contract Agreement having been approved, notice is hereby given to 
A.M.MAURICIO CONST, & BUILDERS INC. that work may proceed on the 
Construction of 4-storey, 8-rooms Ynares School Building at 
Rosario Ocampo Elem. School, Brgy. San Juan, Taylay, Rizal 
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

书

REBECCA A. YNARES
Governor &

I acknowledge receipt of this Notice on:

7.30.262

Authorized Signature:

Name of the Representative of the Bidder:

AIMEE C. MAURICIO

### CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVENCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Citeumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Anticolo, higgs!, and herein represented by its Proprietor/President/General Manager, himographics of legal age, Pilipino citizen, single/married, resident of herein referred to as the CONTRACTOR. WITNESSETH, That

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 55 2019 namely:

wer threstien of makeray, C rooms Yanner School Building at Reserts to to 1... Shool, Engl. Or John, School, Serl

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within \_\_\_\_\_\_\_ ( \_250 \_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
  - a SP Ordinance No. RFSE Ass. 6, s. 2019
  - b. Cortificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - Drawing, Plans and Specifications.
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Scarity
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS <u>levention Lillion Stabt Hundred Fourteen Thousand Two Europe Dight Fesos and 51/100</u>

  (P 17, 314, 202, 54), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

18

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS vive villion Three Bundred Forty Four Phonesard Two Fundred Sixty Two Pesos and 55/400 (P5,344,262,55)

  Philippine Currency, in the form of Performance Bund as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents,
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Smuctural Defects and Failures" occurring during the applicable warranty period;
- 7 For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF	the parties have becounts signs Antipole City.	d this Agreement th	isday of
entity/Firm/Corporation	- Juilleare, les <b>RIZAL PR</b>	OVINCIAL GOVE	RNMENT
By: imee fauricio Proprietor/Manager/President	By: R¹	EBECCA A. YNAR Governord	æs
. /	WITNESSES -		
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, NC	YTARIAJ, ACKNOWIJEDGM	(ENT	
REPUBLIC OF THE PHILIPPINES A <b>NDEONOS RIZAL</b> S	.Š.		
BEFORE ME, a Notary Pul	ANGONO, RIZAL blic for and in Antipolo City, pe	rsonally appeared th	t following
Name/Entity	Valid ID Presented	Date	Place
HON REBECÇA A. YNARES	Passport No P8239281A	August 5, 2028	Marila
inse Mauricio	11x = 007-296-553		

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of 4 storey, & rooms Toured Johnson Building at Mosario Coampo Lione School Brgy. San Juan Paytey, Rival

	WITNESS MY HAND AND SEAL this 2 6 the degree .	
ange	HITNESS MY HAND AND SEAL this 2 9 JUL 1995	
Doo No	His	

Doc No. 197 Page No 294 Book No. 1

Book No. J Spries 29 40 ATTY ANDIA MARIE L. SANTOS at Rizel Council General & Cardons for Angono, Binangonan & Cardons all in the PROVINCE OF RIZA: Until Docember 3 (2016) Asim Matter No. (2016)

Asim Matter No. (9-20 6)
NOTARY RIBLIO (20-4-8) 751
Roll of Attornays No. 50256
(BP Lifetime Member No. 016632 //Rice
MCLE Compliance No.VI-0007860
Ve io until April 14, 2022



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 July, 2020

MR, EDWIN B. RIVERA
YAKALER CONSTRUCTION AND SUPPLIES
Morong, Rizal

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Replacement of CHB Watt & Steel Matting Fence at Rotary Day Care Center Southville 9 Phase 1, Brgy. Pinugay, Baras, Rigal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very iruly yours,

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REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

7-30-2-20

Authorized Signature:

Name of the Representative of the Bidder:

edwine, rivera

# CONSTRUCTION AGREEMENT /2\_

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Norong, Si261, and herein represented by its Proprietor/President/General Manager, addrin s. Bivera of legal age, Filipino citizen, single/married, resident of Forong, Fizal , hereinafter referred to as the CONTRACTOR WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No2° , s. 2019 namely:
onl coment of 3.3% [vil & Steel Matting Name at Rotary Day Core waster wouthwille ? Thuse I. Pray. Line by, Surve, Aizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount o
our one and 71/100 (P 742, 24,71 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within
a. SP Ordinance No. 21, p. 2019
a. SP Ordinance No. 27, 24, 2019 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d Drawing, Plans and Specifications
e. Construction Schedule , f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s (wo (2) hidding envelopes
h. Bid Security i. Addeada and Supplemental Bulletins
<ol> <li>Notice of Award of Contract and the Contractor's Conformitythereto</li> </ol>
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS even undered orty Two Thousand Three Hundred Twenty Four Fesos and 71/100 (P. 752, 325, 71 ). Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two hundred Twanty Two Thousand. 51x final red. [inety seven Fesos and 41/100 (P 222,697,44 )]

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cantulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxos in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to erbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 12 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undortaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, d. 2020 at Av	e parties have hereunto signe stipolo City.	d this Agreement thi	is day of
1/ len ventimention   .u	n-liec RIZAL PŘ	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation  By:	By:	4	
Proprietor/Manager/President	R)	EBECCA A. YNAR Governor (**	ES
· /2	WITNESSES —	ď	
LOLITA B. DE GUEMAN NOT	MA [ARIA], ACKNOWLEDGN	مرے ددددد	EJADA
REPUBLIC OF THE PHILIPPENES) ANT NOONOWRIZAL S.S. BEFORE ME, a Notary Public	ANGONO, RIZAL ic for and in Antipolo City, pe	, rsonally appeared ថា	c following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028.	Manila
	TIN 428-018-900		·
all known to me and to are known t	to be the same person's who	executed the foregoing	்தை மண்மையை கா

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Seplocement of CMB Wall & Steel M	sting Fence at Notary Day Cere
Center Couthville 9 Place L. Brgy	. Finusey, Baras, Rivel
	( - KM
	ATTY ANNA MARIE L. SANTOS
AND ONE RIZAL HAND AND SEAL this	day of 2 8 July 2020 Free Provide Capital
ANDRONO, KIZAL	əli is the PROVINCE OF RIZAL
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Series 20	IBP Lifetime Member No. 016632 https://
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	Vatid until April 14, 2022



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 July, 2020.

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Billog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

Constn. of Perimeter Fence of Rural Health Unit at Southville 9 Phase 2, Brgy. Pinagay, Baras, Rital effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

Governor &

Lacknowledge receipt of this Notice on.

7. 30 2000

Authorized Signature:

Name of the Representative of the Bidder: GERALD KENN S.L. BILOG

## CONSTRUCTION AGREEMENT 13

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Circumferential Road comer P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, RESECCA A. YNARKS, beacin referred to as the PROVINCE; and
GKS EXILDERS a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal plane of business
organized and existing under the taws of the Republic of the Philippines, with principal plane of business
and office address at Norong, Rizel , and herein represented by its Proprietor/President/General Manager, GENALO SELIC S.J. OFLOG , of legal age, Filipino
Proprietor/President/General Manager, Glasses aring S.J. Ellic or legal age, Public
citizen, single/married, resident of horong, Rizel, hereinafter referred to as the
CONTRACTOR, WITNESSETTH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2019 namely:
Constituction of Perimeter Fence of Rural Wealth Unit at Southville 9
rhama 2, Gagy. Flouday, Garas, Misal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last 30 June 2020 has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in
consideration of the amount of One Ullion Four European Seventy-Nine Thousand Two
Supplied Forty-Three Pesas & 72/100 (P1,479,243.72 ), Philippine Correctly.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto-
hereby agree as follows
1. The whole works subject matter of this Agreement shall be completed within Fifty-Six (56) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, g. 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
h. Bid Security
i. Addenda and Supplemental Butletins
j. Notice of Award of Contract and the Contractor's Conformitythereto
k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter hereby covenants with the PHDVINCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillion Four Bundred Seventy-Nine Prougend Two Bundred Forty-Three Pegos Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 3

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether hquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-teath of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Comract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will cutitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BOR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Lew" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing [3] to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/andertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the set or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or

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Ву:	. At	
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P	EBECCA A. YNARES	5
	Соустор∕-	
WITNESSES	4	,
!	<u>ma, victoria b. te</u>	<u>JADA</u>
S.S. for and in Antipolo City, po	ersonally appeared the f	following
Valid (f) Presented	<u>Date</u>	<u>P</u> l <u>acė</u>
Passport No. P8239781A	August 5, 2028	Manila
AIM MO. 196-519-523		
	WITNESSES  ARIAL ACKNOWLEDGM  S.S.  for and in Antipolo City, po  Valid ID Presented  Passport No. P8239281A	WITNESSES  MA. VICTORIA B. TE  ARIAL ACKNOWLEDGMENT  S.S.  for and in Antipolo City, personally appeared the five valid 10 Presented  Passport No. P8239781A  August 5, 2028  August 5, 2028

Adm Malter No./9-PTR NO. 148-28

Rot of Attomeys No. 69250

MCLE Compande No.V!-0007880

Valla ublil April 14, 2022

NOT**ARALASTINS** Member No. 016632 /R.

Antipole City.

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Book No.

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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MR. REGINALDO S. SAN JUAN EASTERN CONSTRUCTION CO., INC. Cainta, Rizal

Dear Mr. San Juan:

The attached Contract Agreement having been approved, notice is hereby given to EASTERN CONSTRUCTION CO., INC.—that work may proceed on the Construction of 2-storey, 8-rooms Ynares School Building at Looc Elem. School, Brgy. Looc, Cardona, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizel.

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

7.30 2000

Authorized Signature:

Name of the Representative of the Bidder:

REGINALDO S. SAN JUAN

# CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Cainta, Rizal , and herein represented by its Proprietor/President/General Manager, Social Can Juan , of legal age, Filipino citizen, single/married, resident of CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.  **PSB Res. Res. 6, 8. 2019 namely:  **Construction of 2 storey, 8 rooms Indres school Suilding at Loce leaders by school, Argy. Loos, Cardons, Sizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Hid in a public bidding held last 30 June 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Sleven Million Seven Hundred Nineteen Thousand Five andred Three Pesos and 81/100 (P 11,719, 03,61), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
i. The whole works subject matter of this Agreement shall be completed within the Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. RPSB Res. No. 6, s. 2019
b. Certificate of Availability of Funds
c Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
c. Construction Schedule  f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
i. Addenda and Supplemental Balletins
j. Notice of Award of Contract and the Contractor's Conformitythereto
k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
leven Million Seven Hundred Nineteen Thousand Five Cundred Three Percs &
61/100 (P_ 11,719,503.61 ), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Three Militon Five Hundred Fifteen Thousand

  Eight Hundred Fifty-One Peros & 06/100 (P 3,515,851,08 )

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty seemity to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the consultative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare continensation for injuries, minimum wages, hours of work and other labor laws:

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duty stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing //
to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeithre in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITENESS WHEREOF, &	he parties have hereunto signer ntipolo City.	I this Agreement this	day of
etern Senstruction Co., In Futity/Firm/Corporation	REAL P	ROVINCIAL GOVER	<b>TK</b> EMPL
By:  In 1do In Juan  Proprietor/Manager/President	By: Ru	BECCA A. YNARE Governoor	s
LOLITA BABE GLEMAN	witnesses <u>N</u>	ia. victor <u>ia b. te</u>	<u>JADA</u>
NO	TARIAL ACKNOWLEDGM	TA	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO GIRO, RAZAL ANGO BEFORE ME, a Notary Publ	) S.S. ic for and in Applicate City, per	p\- sonally appeared the t	following
Name/Entity	Valid ID Presented	<u>Daic</u>	Place
HON, REDECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
loginaldo Sea Juma	275 201-014-432		
all known to use and to use known to acknowledgment that the same is their present.	to be the same person/s who a free voluntary not and deed as	executed the foregoing well as the entity that	; instrument and they respectively
This instrument, consisting of veriften and has been signed by the part	f three (3) pages including this ies hexeto in each and every page	page wherein this ac e hereof, refers to the A	knowledgment is greement for:

Construction of 2 storey, 7 rooms Thores Compol Building at Loop

ATTY ANNA MARIE L. SANTOS
7 A NOTARY PUBLIC
day of 48 JUL for more than the second day of 48 JUL for
Ell in the PROVINCE OF RIZAL
Until December 31 <b>43 44</b> Adm Maller No. (17 00 6 PTR NO.016010 Riza
Adm. Maller No. ( \$ 006
PTR NO PLOST RIZE
Nor Alifeline Marnoys No. 69250 IBP Liletime Marnoer No. 018632 /Riza
1BP Elletime Mamber No. 048832 /Riza
MCLE Compliance No.VI-0907865
Velid until April 14, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MR. FERNANDO L. ARADA FLAG CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to **FLAG CONSTRUCTION CORP.** that work may proceed on the

Rehabilitation / Improvement of Road at Stilo Pinagkitron, Rrgy. Bonr. Cardona, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

7-30 <sub>2070</sub>

06/30/2020 # 15

#### CONSTRUCTION AGREEMENT 15

#### KNOW ALL MEN BY THESE PRESENTS:

citizen, single/married, resident of

CONTRACTOR WITNESSETH, That,

This AGREEMENT made and entered into by and between.

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an	nđ
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito	٥l,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act I	by
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	•
FLAG CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, du	ıly
<b>PLAG CONSTRUCTION CORPORATION</b> , a sole proprietorship/private corporation, du organized and existing under the laws of the Republic of the Philippines, with priocipal place of busine	
organized and existing under the laws of the Republic of the Philippines, with priocipal place of busine and office address at <b>binengenen</b> , <b>Rival</b> , and herein represented by the state of the priority of the Philippines, with priority of the Philippines of t	:59
organized and existing under the laws of the Republic of the Philippines, with priocipal place of busine	:59 :t5

**Einengonan, Einel** hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Pantalawigan Ordinance No. 21, 3, 2019

#### Rebebilitation/Improvement of Read at Sitio Pinagkitren, Bogy, Book, Gerdéne, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 30 Jane 2020 \_, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hillion Nine Hundred Seventy-Seven Ibous and Five Hundred Seventy-Five Pesce & 89/100 (P1,977,575,89 ), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:

- I. The whole works subject matter of this Agreement shall be completed within (72) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents. which are integrated berewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 21, 2019
  - b. Certificate of Availability of Funds.
  - Scope/Program of Work and Detailed Estimate.
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes
  - h Bid Security
  - Addeada and Supplemental Bulletins
  - Notice of Award of Contract and the Contractor's Conformitythereto.
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PRDVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Nine Hundred Seventy-Seven Thousand Five Hundred Seventy-Pive Peace # 89/100 (P 1, 977, 575, 89 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Bundted Minety-Tures Thousand Two

Handred Seventy-Teo Pesos 4 77/100 (P 593,272.77

Philippine Currency, in the form of Performance Bend as a measure of guarantee for the

Philippine Currency, in the form of **Performance Bend** as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee purformance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement:

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax cleanance from the Bureau of internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereou.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing / S to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/mumicipality of the Province of Rizal where the infrastructure project or works is/are located. WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT FLAG CONSTRUCTION COMPONATION Entity/Firm/Corporation By: <del>(N) 100/4</del> REBECCA A. YNARUS MARA CONARRE Governor 2-Proprietor/Manages/President WITNESSES TORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE MINLIPPINES) ) S.S. ударсујуданих Марсујуданих RIZAL BEFORE ME, a Notary Public for and interference City, personally appeared the following Place Date Valid ID Presented Name/Entity August 5, 2028 Manila Passport No. P8239281A HON, REBECCA A. YNARES TIN NO. 007-445-673 FERNANDO ARADA all known to me and to me known to be the same person's who executed the foregoing instrument and seknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument consisting of three (3) pages including this page wherein this acknowledgment is

written and has been signed by the parties hereto t	pages including this page wherein this acknowledgment is neach and every page hereof, refers to the Agreement for:
Rebebilitation/Improvement of Ros Cardons, Risal	d at Sitie Fineghitren, Brgy, Beer,
WITNESS MY HAND AND SEAL this Apripole City CONTO, REZAL	ATTY ANNA MARIE L. SAIR CO.  2 8 JUL 1990 NOTARY PUBLIC  and of statement Principal Anna Carriage  all in the PROVINCE OF REAL  Unit Occumber 21 April
Dac No. 409 Page No. 87 Back No. 7 Series 20 4-a	Adm. Matter No. 17-661 PTR NO. 12-60 No. 18-79: NOTAR POR RESTRICTIONS No. 69250 NOTAR Compilance No. 016632 / Rizo MOLE Compilance No. VI-0007883 Vorat until Apri, 14, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MR. OLIVER O. AQUINO OLIVER AQUINO CONSTRUCTION Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Rehabilitation / Concreting of Bayanihan Street, Brgy. 3rd District, Jalajata, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

07.30.2020

Authorized Signature:

Name of the Representative of the Bidder:

OLIVÈR O. AQUINO

# CONSTRUCTION AGREEMENT |6

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	IMS ACKERIMENT REDUCTION OF THE STATE OF THE
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rivel and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Rinangonan, Pivel hereinafter referred to as the CONTRACTOR WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 21, 6. 2019 namely:
	Rehebilitation/Concreting of Daysmiken Street, Brgy. 3rd District, Jalajal Rivel
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last      Now. Therefore, for and in consideration of the foregoing premises, the parties hereto the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount of the fillion five limited Righty-Him Thousand Three Pages \$ 18/100 (P 1, 387, 333, 18 ), Philippine Currency.
,	hereby agree as follows:  I. The whole works subject matter of this Agreement shall be completed within Righty  Calendar days, in accordance with the provisions of the Bie Documents, Approved Plans, Program of Works and Specifications and supporting/related document which are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. 21, 5, 2019  b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
	<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addeada and Supplemental Bulletins</li> <li>j. Notice of Award of Contract and the Contractor's Conformitythereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184</li> </ul>
	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract;

One Million Five Hundred Eighty-Time Theusend Three Handred Three Fesse

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Handred Seventy-Six Thousand Seven Handred Ninety Person 5 95/100 (P A76, 790.95)

Philippine Currency, in the form of Performance Rand as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the around of the inquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR underskes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of luternal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be









referred thereto. The process of arbitration under the foregoing law shall be assumed past of this 16 Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts,

Inrisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the enty/municipality of the Province of Rizal where the infrastructure project or works is/are located.

LIVER ACUING CONSTRUCTION	RJZAĽ	, PROVINCIAL GOVER	INMENT
Entity/Firm/Corporation : (1)	By:	S	
OLIVER ADDINO Proprietor/Manager/President		REBECCA A. YNARE	S
	WITNESSES	8	
LOLITA DE GUZMAN			E <u>JADA</u>
	TARIAL ACKNOWLEDG	MEN I	
	S.S.		
BEFORE ME, a Notary Publi	ic for spurish Antipolis Rity.	personally appeared the t	following
Name/Entity	Valid ID Presented	<u>Dare</u>	<u>Place</u>
N, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
LYVER AQUENO	TIR NO. 182-311-28	9 <u> </u>	
known to me and to me known the knowledgment that the same is their esent.	o be the same person's wi free voluntary set and deed	to executed the foregoing as well as the entity that	g instrutoept they respect

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			ATTY ANN A MARIE L. SANTOS
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A <b>读的<del>出</del>合</b> 的色,RTZAL			Un0¹ December 31, <b>€00-</b> €
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Series 20 **420**,

MCL6 Compliance No.VI-0007683 Valid ont.: Apr. 14, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

ENGR. PORFIRIO P. MINA JRD-D2 ENTERPRISES Tanay, Rizal

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES—that work may proceed on the Asphalt Overlaying of A. Kalaw St., Sitio Samhungan, Brgy. Bagumbong, Jalajala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

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REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

PORFTRIO D MINA

# CONSTRUCTION AGREEMENT ()

### KNOW ALL MEN BY THESE PRESENTS:

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This AGREEMENT made and entered into by and between:

THE ACKEDIMEN ( HAME AND CHICAGO INTO BY AND OCCURRENT
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duty organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
JRD-D <sup>2</sup> ENTERPRISES  a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tanay, Rizal, and herein represented by its Proprietor/President/General Manager, PORFIRIO MINA of legal age, Filipino citizen, single/married, resident of Tanay, Rizal, hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2019 namely:
Asphalt Overlaying of A. Kelew St., Sitio Sembangen, Brgy. Begantong, Jalajala, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 30 June 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth to the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Eight Hundred Sixty-Kine Thousand Tures 44/100
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Thirty-Two (32) calcular days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 21. 2. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletins</li> </ul>
j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eight Bundred Sixty-Nine Thousand Three Bundred Sixty-Six Fesos (P.1.869, 366, 44). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Handred Sixty Thousand Eight Handred Nine Pesos & 93/100 (P 560, 809. 93 )

Nine Pescs & 93/100

Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful comphance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Guods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no TEMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13 In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR underskes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 2 B J[] 2020 at Antipolo City. JRD-D<sup>2</sup> ENTERPRISES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES FERTO MINA Governory Proprietor/Manager/President WITTNESSES NOTARIAI. ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

<u>Place</u> Valid ID Presented Date Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A, YNARES PORFIRIO MINA TIN NO.-154-422-889

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties herete in each and every page hereof, refers to the Agreement for:

Asphelt	Overlaying	ο£	٨.	Kalen St.,	Sitio	Sambungan,	Segy.	Bagumbong,	Jelaja	la,
Risal										

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	day of 2 8 JUAT COLONIA CONTROL SANTOS
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Antipolo City.	all in the PROVINCE OF RIZAL
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Series 20 d-0	Ros of Atternoys No. 69250

BP Lifetime Member No. 016632 / R-zz MCLE Compliance Mo.VI-0007883 Valid until April 14, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020.

MR. JOSKLITO A. PILLAS JEDBPIL ENTERPRISES Jala-jala, Rizal

Dear Mr. Pillas:

The attached Contract Agreement having been approved, notice is hereby given to JEDBPH. ENTERPRISES—that work may proceed on the Asphalt Overlaylay/Concrete Reblocking (partian) of Serafin Reyes St., Brgy. Panta, Jajajala, Rital effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

06/30/2020 # 18

### CONSTRUCTION AGREEMENT 12

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

this Agreement in conformity with the province of the Contract;

this ACREENING made and emercia into by into octoocal.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and
JEOSPIL ENTERPRISES a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Jelejule, Rizel. and herein represented by its Proprietor/President/General Manager, JOSELTIO A. PILLAS of legal age, Filipino citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 1, 2019namely:
Asphelt Overlaying/Commute Reblocking (pertion) of Serafin Reyes St., Brgy. Runts, Jalejele, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Million Three Hawired Tourty-Five Tracement Six Hawired Eighty-Three Percey 4 31/100 (P1, 335, 683.31), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Staty  Color of this Agreement shall be completed within accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, p. 2019
b. Confidence of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Seconds:
h Bid Security i, Addenda and Supplemental Bulletins
i. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
<ol><li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of</li></ol>

3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Three Sandred Thirty-Five Thousand 51x Handred Eighty-Three
Peros & 31/100 (P1,335,663.31 ) Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Mandred Thousand Seven Handred Four Pesos & 99/100 (P\_ACO, 704.39)

Philippine Currency, in the form of Performance Food as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether Inquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the camulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tex returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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Documents:

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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisious of Republic Act No. 918%, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are beated.

works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ JEDEPIL ENTERPRISES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Comperation By: By: A. PILIAS REBECCA A. YNARES Proprietor/Manager/President Governor 🔏 WITNESSES ORIA B. TEJ<u>ADA</u> NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 1 S.S. **ANYEONOFRYZAL** BEFORE ME, a Notary Public for and in Apple City, po ity, personally appeared the following Place Date Passport No. P8239281A HON, REBECCA A. YNARES August 5, 2028 Manila Josephy V billy TIN NO. 904-910-601 all known to me and to me known to be the same person's who executed the foregoing instrument and

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary art and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Asphalt Overlaying/Concrete Reblocking (pertiem) of Sersiin Reyes St., Bray. Punte, Jalejele, Risal

WITNESS MY HAND AND SEAL this \_\_\_\_\_

Doc No. 413 \_\_\_\_ Page No. 1

Series 20**20** .

PTR NO **EVOT**-Rizat Rol: of Attendoys No. 39250 (BIP Distinct Medice No. 016632 /Rizar MCLE Compliance No VI-0097883 Valid antil April 14, 2022



### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

28 July, 2020

MR. GERALD KENN S.L BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog;

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS—that work may proceed on the

Construction of 2-Units Artesian Well, Brgy. Bagambong, Jalajala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES Governor &

I acknowledge receipt of this Notice on:

7. 30 2010 \_\_\_

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

# CONSTRUCTION AGREEMENT 19

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This ACREMENT AT Milde and entered thio by and octwoen:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. Son Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2019 estudy:
Construction of 2 Units Artesian Well, Ergy. Bagumbong, Jalajala, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 30 June 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five fundred Fourteen Recusered Four hundred Seventy-Nine Pesos & 12/100
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Seventy-Two (72) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/telated documents which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. 21, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
<ul> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletins</li> </ul>
<ul> <li>j. Notice of Award of Contract and the Contractor's Conformitythereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184</li> </ul>
<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Handred Fourteen Thousand Four Hundred Seventy-Nine Pesos & 12/100 (P514,479.12 ), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Cree Handred Fifty-Four Thousand Three Handred Forty-Three Pesos & 74/100</u>

  Philippine Currency, in the form of <u>Performance Bond</u> as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement,

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or tenninate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in fell and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duty stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act Ro. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to reson to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Juplementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Parisoction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

RIZAL PROVINCIAL GOVERNMENT GKE BUILDERS Entity/Firm/Corporation By: By: REBECCA A. YNARES GERALD KEWN S.J. BILOG Governord-Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OR THE PHILIPPINES) BEFORE ME, a Notary Public for and in April Octo, personally appeared the following ANTIPONIO! Place Date Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Menila HON, REBECCA A. YNARES. TIN NO. 1944-194-18 CERALD KINN S. L. BILOG all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and doed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of 2 Units Artesian Well, Brgy. Bagumbong, Jalejela, Rizal

Antipolo City

Doc No.

Page No. Book No.

Series 20 40

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of \_2\_8\_JUL\_\_2028 Black Cardons

ATTY ANHA MARIE L. SANTOS

Sntit December 31.≜ Adm. Mater No./1-66 PTR NO. W. Co. K. Rizal

MICLE Compliance No.VI-0007800

Valid umil April 14, 2022

NOTARY POSitionneys No. 69250 IBP Lifetime Member No. 01663275 38



### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

28 July, 2020

MS. MARIA TERESITA P. PAMINTUAN MJP CONST.& DEVT.CORP. Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONST. & DEVT. CORP. that work may proceed on the Concreting (portion) of Road at Pilitia GK Village, Pilitia, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schodule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor &

I acknowledge receipt of this Notice on:

7-30-2520

Authorized Signature:

JAME = Name of the Representative of the Bidder: MARIA TERESITA F. PAMINTUAN

### CONSTRUCTION AGREEMENT 70

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

MJP CONSTRUCTION & DEVELOPMENT CORPORATION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Burss, Rizel and berein represented by its Proprietor/President/General Manager HARIA TERESITA F. PANISHTIAN, of logal age, Filipino citizen, single/married, resident of Bergs, Rigal , bereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2019 uamely:

### Concreting (portion) of Road at Pililla GK Village, Pililla, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 30 June 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Sax Huxired Ninety-Four Thousand One liandred Forty Perce 4 49/100 (P 1,694,140.49), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within Eighty-Two (82) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
  - a, SP Ordinance No. 21, 🐢 2019
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed listimate
  - d. Drawing, Plans and Specifications
  - c. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - J. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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	3. The PI	ROVINCE	hereby cov	enants to	pay the	CONTRAC	TOR the	amouat o	f PESOS
One	Million S	ix Handre	d Minety-	Four The	rusand (	One ikandr	ed Forty	Pesse 6	
	7 PT \$4.20		'			·· — •	<del></del> 0	<del></del>	

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Handred Flaht Thousand Two Handred Forty-

Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9134, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, fining to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisious of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

IN WITNESS WHEREOF	, the parties have bereun Antipolo City.	to signed this	Agreement this	day
CONSTRUCTION & DEVELOPMENT	CORPORATION R	JZAL PROV	NCIAL GOVER	NMENT
Entity/Firm/Corporation			L.	
By:	1	By:	も	
MARIA TERESITA F. PAHINTI	UAN	REBEC	CA A. YNARES	5
Proprietor/Manager/President	· <del></del>	1	GovernoP	
/	WITNESSES			
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LOLITA DE CLEMAN		$M\Delta_{*}V$	<u>ictoria b. te</u>	<u>ADA</u>
/ 0				
,	NOTARIAL ACKNOWI	.2DGMENT		
REPUBLIC OF THE PHILIPPINE	ES)			
ANTIPOLO CITY	) S.S.			
BEFORE ME, a Notary Po	ablic for and in Antipolo	City, personal	ly appeared the f	ollowing
Name/Entity	Valid ID Presente	<u>:d</u>	<u>D</u> ate	<u>Place</u>
HON, REBECCA A, YNARES	Passport No. P82393	281A .	August 5, 2028	Manila
MARIA TERESTIA F. PAMENTIAN	TIN NO. 213-504	-7£3		

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

\_\_\_day of \_

NNA MARIE L. SANTOS

Until Cocombar 31,

Adm: Matter No. 4 PTR NO. 1 (R. za)

Roll of Attenneys No. 69250 BPLAR AND REPUBLISHED NO. 016632 /R-za-MCLE Companies No. VI-0007863

Valid unto April 14, 2022

written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreting (portion) of Read at Pilille CX Village, Pilille, Rissl

WITNESS MY HAND AND SEAL this .

Antipolo City.

Dec No.

Page No. \_ Book No. Series 20 300



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 July, 2020

MR. GERALD KENN SJ. BILOG GKB BUILDERS Moroog, Rizal

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS**—that work may proceed on the

Const. of Ynares Stage at Phase 2 Eastwood Greenview Subd., Brgy. San Isiden. Rodriguez, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor &

t acknowledge receipt of this Notice on: \_\_\_\_\_ 7-ತರ 2ರಾಂ \_\_\_\_

Authorized Signature:

Name of the Representative of the Bidder: GERALD

## CONSTRUCTION AGREEMENT 21

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. VNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <a href="Morong, Sizel">heroing, Sizel</a> , and herein represented by its Proprietor/President/General Manager, <a href="CLRALD KENS S.J. BILOG">CLRALD KENS S.J. BILOG</a> , of legal age, Filipino citizen, single/married, resident of <a href="Morong, Rizal">Morong, Rizal</a> , hereinafter referred to as the CONTRACTOR, WITNESSEYH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Ponlalawigan Ordinance No. 21, 9, 2019 namely:
Construction of Ynares Stage at Phase 2 Fastwood Greenview Subd., Ergy. San Isidro, Rodriguez, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last30_June_2020 has accopted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Muse Hundred Pinety Thousend Seven Hundred Eleven Fesos & 65/100 (P_990, 711.65), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Seventy-Six [76] calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
<ul> <li>a. SP Ordinance No. 21, 3, 2019.</li> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Drawing, Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>b. Bid Security</li> <li>i. Addenda and Supplemental Bulletins</li> <li>j. Notice of Award of Contract and the Contractor's Conformitythereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Rugulations implementing R. A. No. 9184</li> </ul>
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Bandred Ninety Thousand Seven Bandred Eleven Pesos & 65/100  (P 990, 711.65 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Bundred Ninety-Seven Thousand Two Hundred Thirteen Pasoe & 50/100 (P 297, 213.50 (P 297,213.50 Philippine Currency, in the form of Performence Bond as a measure of guarantee for the

faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding, Ducaments:

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- The provision of Republic Act No. 9184, otherwise known as the Government Procurement. Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7!60, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9134 states as follows, to wit:

"All contracts executed in accordance with the Act and this JRR shall contain a provision." on liquidated damages which shall payable by the contractor in case of breach thereof, For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the usperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained. by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- The implementing rules and guidelines regarding adjustment of Contract Price and/or change. order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184. shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to themin the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR, Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duty stamped and received by the BIR. and duly validated with the tex payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assured part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2/ to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

CKB BUILDERS	RIZAL P.	ROVINGIAL GOVE	RNMENT
Entity/Firm/Corporation			
ry: Aft	By:	ð	
GERALD KETCH S.J. ETLOG	Te	EBECCA A. YNAF	ŒS
Proprietor/Manager/President		Governor &	
1948	WITNESSES	۶	
LOLITA X DE GUZMA	N M	A. VICTORIA B. T.	FJADA
/ NO	TARIAL ACKNOWLEDG	MENŢ	
REPUBLIC OF THE PHILIPPINES INTIPOLO CITY ).S.3	•		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, p	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ION, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
•			

acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Ynames Stage at Phase Isidro, Rodriguez, Rizal	_ , , ,
WITNESS MY HAND AND SEAL this Antipolo City.	ATTY, ANNA ATARIE 1. SANTOS  day of 2 8 JUL 2000 NOTARY PUBLIC  all in the PROVINCE OF RIZAL  Until December 31, 30 L/
Doc No	Adm Matter No. <u>(ም ቀው</u> ር PTR NO! <b>2 (ቀቀቀን</b> Rical እንስፒል <b>ያየምስያትስዚ</b> ህንንም No. 39250
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### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

28 July, 2020

ENGR. PORFIRIO P. MINA JRD-D2 ENTERPRISES Tanay, Rizal

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES—that work may proceed on the Concreting / Construction of Drainage Canal of Rand at Danny Tubo East, Brgy. Guitnang Bayan I, Sun Matea, Rizal

effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

R

REBECCA A. YNARES

Governor 🖖

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRMO IS MINA

# CONSTRUCTION AGREEMENT $_{\mathcal{O}\!\mathcal{D}}$

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
JRD-D <sup>2</sup> ENTERPRISES , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tenny, Rizel and herein represented by its Proprietor/President/General Manager, religion of legal age, Filipino citizen, single/married, resident of Tenny, Rizel bereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pandalawigan Ordinance No. 21, 8, 2019 namely:
Concreting/Construction of Dreinage Canal of Road at Dean Tabo East, drgy. Guitname Bayan I, San Mateo, Dizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 30 June 2020 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards ax forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Sixty-Eight Thousand Seven Rundred Eighty-Three Peros 6 60/100 (P 953, 763, oct ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within <u>Fighty</u> (
a. SP Ordinance No. 21, 5, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security
<ol> <li>Addends and Supplemental Bulletins</li> <li>Notice of Award of Contract and the Contractor's Conformitythereto</li> <li>Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184</li> </ol>
<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Sixty-Eight Thousand Seven Bendred Fighty-Three Pesos 5 60/100 (P 938, 783.60 ), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employed of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Minety Toourand Six Hundred Thirty-Five Pesce & 06/100 (P 290,635.08

Philippine Currency, in the form of Performed Road as a speasure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the deration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR underakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Buteau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided knowever, That, disputes that are within the competence of the Construction ludustry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

Ву:	AS REBECCA A. YNARES Governor A	
Ву:		
	Governor &	
Governor 3		
WITNESSES -	_	
	Q.	
i	ma. Victoria B. Teja	DA
AL ACKNOWLED	gment (	
and <b>MASSESS</b> Coly,	ZAL personally appeared the fol	llowing
Valid (I) Presented	Date	Place
µроп №. <b>Р8</b> 239 <b>281</b> А	August 5, 2028 N	vtanila.
i (10. 154-422-88	9	
	AL ACKNOWLED and MARKED City. Valid ID Presented sport No. P8239281A 1. 10. 154-422-88 the same person's w	MA. VICTORIA B. TEJA  A. ACKNOWLEDGMENT  and MARIEN City, personally appeared the for  Valid ID Presented Date

present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Concreting/Construction of Drainage Canal	of Road at Dasag Tubo Zast, Dray. 🜊 🥏
Guitneng Bayan I, San Meteo, Rizal	
	2 0 HI ATTY ANNA MARIE L. SANTOS
WITNESS MR HAND AND SEAL this	day of
Antipold City	PUID FOR PROVINCE OF RIZAL
•	Units Cacomber 31 <u>,48 4</u> 2
Dee No 39.7.	Adm Maker No <b>19-0</b> 0 £
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Book No. 1	NOTARC PUBLICOUS No 69250
Series 20 <del>d/c)</del>	IBP Lifetime Member No. 016532 /R 4
	MCLE Comphance No.Vt-0007885

Valid until April 14, 2022



### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

28 July, 2020

MR. EDWIN G. FRANCISCO EGF ENTERPRISES & CONST. Teresa, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES & CONST. that work may proceed on the Repair of Various Ynares School Bidg. at Tanay National High School, Brgy. Plaza Aldea, Tanay, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

つ) | んぱき。 EDWIN G. FRANCISCO

### CONSTRUCTION AGREEMENT 23

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

pursuant of the Sanggoniang Panlalawigan Ordinance No. 21, 8, 2019

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. VNARES, herein referred to as the PROVINCE; and

EGF ENTERPRISES & CONSTRUCTION	3%	_ a sole prop	mietorship/p	rivate corp	រណ្ឌវណ្ឌ	n. duly
organized and existing under the laws of	the Republic	of the Philippi	nes, with pri	incipal plac	of b	usiness
and office address at Years				represent	ed b	sy its
Proprietor/President/General Manager,	official in	FRANCISCO		of legal	age, F	dipino
citizen, single/married, resident of	_ Teress.	(ijzz),	hereinafter	गर्टाटरास्थ	la a	as the
CONTRACTOR, WITNESSETH, That,						
WHEREAS, the PROVINCE dea	clares that cer	tain infrastruc	ture works s	hould be o	onstru	icted in

Remain of Various Years School Smilding at Tamay Sational High School, Brig. Place Aldes, Temay, Sizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 30 June 2020 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Four Heintred Mighty-Four Thousand Eight Runched Fifty-Two Pesos & 04/100 (P 4,484,832.04 ), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within Eighty-Four (24) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 21, 9, 2019
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - Construction Schedule
  - f. Request for Expression of Interest
  - g. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Four Fundred Eighty-Four Thousand Eight Rundred Fifty-Two Fesos 3 04/100 (P 4,484,852.04), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One Million Three Hundred Forty-Five Thousand Four Interior Fifty-Five Pesos & 61/100 (P 1,345,455.61)

Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the productment of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinnifier referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tex payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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( ; ) ( ; ) ( ; ) referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undortaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Iurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

	i, the parties have hereunto signed t Antipolo City.	his Agreement th	isday.of
EGF ENTERPRISES & CONSTRU	CTION RIZAL PRO	VINÇIAL GOVE	RNMENT
Entity/Furn/Corporation			
By:	By;	6	
Proprietor/Manager/President	REB	ECCA A. YNAR Governor 📙	ŒS
LOLITA B. DE GUZM	WITNESSES —  AN MA. 1	VICTORIA B. T	<b>EJADA</b>
/	OTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PERMIPPINY ANTIPOLOGICAL ()	SS) SS	ar .	
BEFORE ME, a Notary Pr	ablic for and in Aribipolo City, perso	onally appeared th	e following
Name/Entity	Valid ID Presented	Date	Piace
HON, REBECCA A. YNARES.	Passport No. P8239281A	August 5, 2028	Manila
EDWIN FRANCISCO	T <u>in No. 133-189-386</u>		
all known to me and to me know acknowledgment that the same is the present.	in to be the same person's who ex- neir free voluntary act and deed as w	ecuted the forego- ell as the entity the	ing instrument and at they respectively
This bastroment, consisting written and has been signed by the p	of three (3) pages including this parties hereto in each and every page t	age wherein this a	acknowledgment is Agreement for:
Repair of Various Ymares S Plaza Aldea, Tenny, Rizal	chool Building at laney Da	tionel H <b>gh</b> S	chool, Brgy.
,	D SEAL thisday of	all in the Uni A PTR NOT <b>ARM BU</b> 'SP Uretime f MOLE Con	TA MARIE L. SANTOS PERSHABITOS PERSHABITOS PROVINCE OF RIZAL II. Paceimber 31 24 dm. Matter No. 9 - 5 % NO. 1601 CRIZAL Makeys No. 65250 Jember No. 016632 JR:26 Ipliance No. 016632 JR:26 until April 14, 2022



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

28 July, 2020

MR. EDWIN B. RIVERA
YAKALER CONSTRUCTION AND SUPPLIES
Morong, Rizal

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Constn. of 2-storey, 6-rooms Ynares School Bidg. at Abuyod Elem. School, Brgy. Dalig, Teresa, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

7.30.2020

Authorized Signature:

Name of the Representative of the Bidder:

06/30/2020 # 24

## CONSTRUCTION AGREEMENT 24

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

YARALER CONSTRUCTION AND 5077LIES a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at NODOR, Sizal , and berein represented by its Proprietor/President/General Manager, citizen, single/married, resident of NODOR, Rizal , heremafter referred to as the CONTRACTOR. WITNESSETIL, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No. RPSB Reg. No. 6, g. 2019 namely:

Construction of 2 storey, 6 cooms Ymeres School Building at Abryod Elementary School, Brgy. Delig, Torese, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 30 June 2020, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Mine Million Mine Huntred Milrty-Nine Thousand Three Hundred Three Pesos & 32/100 (P9.939, 303.32), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within 100 Hundred Ten (210) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPS3 Res. Tot. 6, s. 2019
  - b. Certificate of Availability of Funds
  - e. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Nine Million Nine Hundred Thirty-Nine Trougand Three Pesos

  8 32/100 (P 9,939,303.32 ). Philippine
  Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two MILLIOn Nine Hundred Eighty-One Thousand Seven Hundred Rinety-One Pesos Only (P 2.981, 791.00)

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the productment of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the amperformed portion for every day of delay. Once the canonlative amount of liquidated damaged teaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the Sorementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to themin the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any murual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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the appropriate court of the city/ma works is/are located.		d where the infrastri	teture project or
IN NAT BY THE MANAGE OF	, the parties have hercunto signed Antipolo City.	this Agreement this	day of
YAKALER CONSTRUCTION AND S Entity/Firm/Cosporation	<u>uppl</u> ies rizal pr	OVINCIAL GOVE	NMENT
By:  FIMIN 8. RIVERA  Proprietor/Manager/President	By:	BECCA A. YNARE Governor	s
1.	***************************************		I
LOLITA B-DE GYZMAN	WITNESSES M	A. VICTORIA B. TI	<u>el</u> ada
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	NOTARIAL ACKNOWLEDGME	NŦ	
REPUBLIC OF THE PHILIPPINE ANALYSIS OF THE PHILI	S) ) S.S. SNIGONO, RIZAL abbe for and the Antipolo City, pers	onally appeared the	following
Name/Entity	Valid ID Presented	Date	Place .
HON, REBECCA A, YNARES	Passport No. P3239281A	August 5, 2028	Manila
EDWIN B. RIVERA	TIN NO. 428-048-000		
all known to me and to me know acknowledgment that the same is the present.	n to be the same person/s who exert free voluntary act and deed as v	eccuted the foregoing well as the entity that	g instrument and they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including this parties beceto in each and every page	page wherein this ac hereof, refers to the i	knowledgment is Agreement for:
Construction of 2 storey, (School, Ergy, Delig, Teres		ding at Abuyod	Elementary
witness my hand an Againg Re. R! ZAL	D SEAL thisday of	8 July Anna 2020NO 1 2020NO 1 2010 ho Pro	MARIE L. SANTOS MARIE L. SANTOS Cardona DV NCE OF RIZAL

Until December 31 2021 Adm. Matter No. 19 000 PTR NO. 19 000

NOT**REPORTALI**CIEVE No. 65230

SP Lifetime Memou: No 016632 /Rize:

MCLE Compliance No.VI-0007983 Valid until April 16, 2022

WHIRID RIZAL

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Book No. 7

Series 20 Aug

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### OFFICE OF THE GOVERNOR

### NUTICE TO PROCEED

28 July, 2020

MR. JOMMEL G. SANTIAGO CAMORI BUILDERS AND SUPPLY Morong, Rizal

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Installation of Elec'l Lighting System of Ynarcs Multi-Purpuse Covered Courts at Brgy. Dalig, Teresa, Rizal offective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

JONMEL G. SANTIAGO

## CONSTRUCTION AGREEMENT X

### KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:			
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Read corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and			
	CAPORI BUTIDERS & SUPFLY, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at			
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2019 aamely:			
	Installation of Electrical Lighting System of Ymares Multi-Purpose Covered Courts at Brgy. Delig, Tereze, Bizel			
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compoundertake the above said infrastructure works, has been declared as the Lowest Calculated Rest Bid in a public bidding held last 30 June 2020 has accepted and hinds itself to unthe construction and completion of the above said infrastructure works strictly in accordance we following standards set forth in the bid documents, approved plans, program of works and specifical consideration of the amount of One Million One Hundred Sixty-Eight Thousered Sixty-Eight Thousered Sixty-Three Peros 5 89/100 (P1,168,963.89 ). Philippine Curt				
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:			
	1. The whole works subject matter of this Agreement shall be completed within S1xty ( $\dot{\psi}$ ) calendar days, in accordance with the provisions of the Bid Doctments, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:			
	a. SP Ordinance No. 21, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate			
)	<ul> <li>d. Drawing, Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>			
	<ul> <li>h Bid Security</li> <li>i. Addenda and Supplemental Bulletins</li> <li>j. Notice of Award of Contract and the Contractor's Conformitythereto</li> <li>k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184</li> </ul>			
	<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>			

3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fifty Thousand Six Hundred Fighty-Rine Peece & 17/100 (P\_350,689.17)

  Philippine Currency, in the form of Performance Road as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Semetural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Iosurance shall be obtained and maintained by the CONTRACTOR under his partie and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
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- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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₩ % referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases ( the appropriate court of the city/muni works is/are located.	or suit our of the implementati icipality of the Province of Ri	on of this Agreement, zal where the infrastru	shall belong to cture project or		
IN WITNESS WHEREOF, it	he parties have hereunto signe ntipolo City.	d this Agreement this	day o		
CAMORI BUILDERS & SUPFLY	RIZAL PROVINCIAL GOVERNMENT				
Entity/Firm/Corperation					
Ву:	Ву:	6			
JAZIN BAITIAGO	REBECCA A. YNARES				
Proprietor/Wanager/President	-	Governor &			
LOLITA B. DE GEIZMAN	WITNESSES	aa victora b te	<u>UADA</u>		
NOTARIAL ACKNOWLEDGMENT					
REPUBLIC OF THE PHILIPPINES; ANTIPOLO CITY	100	ZAL			
BEFORE ME, a Notary Publ	BEFORE ME, a Notary Public for and in AMERICAN, PAZAL				
Name/Entity	Valid ID Presented	<u>Date</u>	Place		
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila		
JCCC:H: SARTIAGO	1 <u>22, 10, 212-662</u> -452				
all known to me and to me known acknowledgment that the same is their	to be the same person/s who	executed the foregoing well as the entity that	; instrument an they respectivel		

ιď lу present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

f, refers to the Agreement for:
ti-Puzpose Covece.  ATTY, ANNA MARIE L. SANTOS  NOTARY FUELIC
Annuary Stranggray & Cardona  All Mark Provided Security (2A)  Unit December 31.29  Aom, Marker No./51006  PTR NO/5 Kor 16 Rizal  Roll of Atternays No. 69350  MERALMONTH Member No. 018632 /Rizal  MCLD Compliance No.VI-8007880  Valid until April 14, 2022